

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
U.S. LEGAL SERVICES, INC.
FOR PREPAID LEGAL SERVICES
RFP 11-0018**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and U.S. Legal Services, Inc., a Florida Corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposals (RFP), #11-0018, for procurement of group voluntary prepaid legal services; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide group voluntary prepaid legal services for COUNTY active employees, dependents, and COBRA participants in accordance with the Scope of Services, attached hereto and incorporated herein as **Exhibit A**, and in accordance with the Proposed Plan, attached hereto and incorporated herein as **Exhibit B**.

2.2 This Agreement shall be effective for a three (3) year period commencing October 1, 2011 and ending September 30, 2014. The Agreement prices shall prevail for the full duration of the initial term. Prior to or upon completion of the initial term of this Agreement, the COUNTY shall have the sole option to renew this Agreement for two (2) additional one (1) year periods. Prior to completion of each exercised contract term the COUNTY may consider an adjustment to price based on the renewal information provided by the CONSULTANT, including complete disclosure of claims, premium and all retention components. It is the CONSULTANT's responsibility to request any pricing adjustment under this provision. For any adjustment to apply to any exercised option period, the CONSULTANT's request for adjustment information must be supplied by April 1 the first renewal year and January 2 in the second

renewal year. The CONSULTANT adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the CONSULTANT, the COUNTY will assume that the CONSULTANT has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the applicable dates noted above shall not be considered.

The COUNTY reserves the right to reject any price adjustments submitted by CONSULTANT and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the Agreement beyond the initial term, and any option subsequently exercised, is a COUNTY prerogative and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

2.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY.

Article 3. Payment

3.1 The COUNTY shall pay CONSULTANT for the services rendered herein the price of Sixteen and 90/100 Dollars (\$16.90) per month for each employee enrolled in the prepaid legal services plan provided by CONSULTANT. No fee shall be charged or payable by an employee for services provided herein except as provided in Exhibit A or Exhibit B.

3.2 CONSULTANT shall submit invoices in duplicate to the requesting COUNTY department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and location of delivery of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the rates set forth herein, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its rates are fully loaded and include all overhead and administrative expenses.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed.

4.2 COUNTY shall reimburse CONSULTANT in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 Upon request, COUNTY will provide to the CONSULTANT all necessary and available data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed under this Agreement.

5.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

5.4 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement

until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

- (vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

- (vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RSQ number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

5.5 Indemnity. CONSULTANT shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error or omission of the CONSULTANT, its agents, employees or representatives, in the performance of CONSULTANT's duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and

shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables. Upon completion of and payment for a service CONSULTANT agrees all deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT's work product submitted in performance of this Agreement is intended only for the services described in this Agreement. COUNTY's alteration of CONSULTANT's work product or its use by COUNTY for any other purpose shall be at COUNTY's sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.10 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its work product or services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable services.

5.11 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.12 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.13 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to

solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.14 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.15 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY's choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONSULTANT.

5.16 Acceptance of Services. The services rendered hereunder shall not be deemed complete until accepted by the COUNTY and confirmed to be in compliance with the terms herein, fully in accord with the specifications, and of the highest quality. In the event that the service is found to be defective or does not conform to the specifications, the COUNTY reserves the right to pursue all appropriate remedies to include termination of the Agreement. The COUNTY will not be responsible to pay for any service that does not conform to the Agreement specifications.

5.17 Health Insurance Portability and Accountability Act (HIPAA). Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of “Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Lake County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Lake County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Lake County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The vendor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

5.18 Availability of Contract to Other County Agencies. Any COUNTY agency may avail itself of this contract and purchase any and all items specified herein from the CONSULTANT at the contract price herein. Under such circumstances, a contract modification will be issued by the COUNTY identifying the requirements of the additional COUNTY agency.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:
Marie M. Forbes
President
8133 Baymeadows Way
Jacksonville, Florida 32256

If to COUNTY:
County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following exhibits, all of which are attached hereto and incorporated herein:

Exhibit A	Scope of Services
Exhibit B	Proposed Plan

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the 13th day of July, 2011, and by CONSULTANT through its duly authorized representative.

CONSULTANT

U.S. LEGAL SERVICES, INC.


Marie M. Forbes
Name: Marie M. Forbes
Title: President

This 13 day of July, 2011.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:




Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida



Jennifer Hill, Chair

This 10 day of Sept, 2011.

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

EXHIBIT A SCOPE OF SERVICES

Group Voluntary Prepaid Legal Services

Section 2.1 Background

The County offers a Group Voluntary Prepaid Legal Services through US Legal Services, Inc. to all eligible employees, retirees, and COBRA participants.

The County's NAICS Code is 921120 and SIC Code is 91990403

The location of Lake County's headquarters is: Tavares, FL 32778

There are currently 151 employees enrolled in the Legal Services Plan.

The current Premium paid by the Employee is \$18.76 per month.

The County has no current complaints or issues with its contracted vendor. However, it is performing due diligence to determine whether, based upon its evaluation criteria, other vendor(s) may demonstrate better alignment with the County's goals and objectives.

Section 2.2 Statement of Work

Provide a voluntary, group, pre-paid legal plan for the County's active employees, dependents and COBRA participants. The potential exists that other governmental and/or educational organizations may be interested in taking advantage of the resulting award(s). The plan year is October 1, 2011 through September 30, 2014. There will be no limitation as to the number of events or the number of dependents of a Plan Member having recourse to such benefits. The following outlines the minimum performance requirements of this request.

- a. Benefits shall be available for the following persons, in addition to the named plan member, who shall be related to the Plan Member as follows with written authorization from eligible Plan Member:
 1. Spouse, residing in same residence or domestic partner under the stipulation that they show proof that they have been in a committed relationship for no less than one year.
 2. Any unmarried child (adopted and step child) under 18 years of age and dependent upon the plan member for support and maintenance.
 3. Any unmarried child (including adopted and step child) under 25 years of age, whether or not living at the Plan Member's residence, who is dependent upon plan member for support and maintenance and is a full time student in high school, college, university, etc. (written proof from institution may be required) and is residing on or near such school in pursuit of such studies.

- b. The following legal services shall be provided in the State of Florida by a Designated Attorney:
1. A free consultation at the Attorney's office by telephone or otherwise.
 2. Actions by consumer against manufacturers, distributors or service agencies when based on warranties or guarantees, whether implied or expressed.
 3. Preparation of Wills and Living Wills, Durable Power of Attorney, Simple Trusts including periodic review and revision of wills and also includes preparation of simple trusts, living wills and durable powers of attorney.
 4. Estate planning to include consultation and advice concerning planning the covered person's estates, including consultation with the member's financial planners or accountants.
 5. Civil Actions as Plaintiff – Up to and including trial for all civil cases where there is a legitimate cause of action and is not a frivolous case.
 6. Civil Actions as Defendant in all cases. This includes representation through trial.
 7. Adoptions including step-parent and otherwise.
 8. Real Estate Transactions with legal assistance in connection with the sale or purchase of a family dwelling used by Plan member as a dwelling place.
 9. Insurance Law – Representation and consultation in all matters between the plan member and any insurance company with which the plan member has dealings or relations.
 10. Landlord/Tenant Law concerning lease or rental of the plan member's dwelling in plan member's capacity as tenant.
 11. Traffic Violations for non-criminal moving traffic violations.
 12. Preparation of normal and customary legal documents and legal forms.
 13. Change of Name.
 14. Probate of Wills - Representation in the appropriate court for judicial determination of death and heirship claims where Plan Member is Personal Representative, heir or beneficiary.

15. Defense of Juveniles – Representation of Plan Member’s minor (under age 18) dependent children in judicial proceedings.
16. Family Law – Legal representation for family law matters including:
 - (a) Contested and Uncontested Divorce
 - (b) Child Support
 - (c) Child Custody
 - (d) Post Judgment Enforcement
 - (e) Post Judgment Modification
 - (f) Annulment
 - (g) Guardianships
17. Criminal Violations – Representation for criminal misdemeanors with service available through trial in state courts.
18. DWI/DUI– Representation for defense of Driving –While-Intoxicated charges, including driving with unlawful blood alcohol level: (DUBAL). This includes driving under the influence, and any other alcohol or drug related traffic offenses similar to these offenses.
19. Personal Injury – Including auto accidents, medical malpractice and similar causes of action.
20. Bankruptcy- Chapter 7. Coverage includes consultation, preparation of petition and Schedules, attendance at 341 meeting of creditors.
21. Immigration – Visa Extensions – Defined as application for extension of any existing visas where eligible for said extensions.
22. Naturalization – Defined as advice, consultation, preparation and filing of applications for naturalization before the United States Bureau of Citizenship and Immigration Services.
23. Deportation (Now Known as Removal) – Advice, consultation and appearance before the U.S. Immigration Court to provide members with Defense of Removal actions and/or applications for Relief from Removal before the Immigration Judge.
24. Business Law – Legal advice and preparation for Plan Member for one (1) corporation, partnership, or similar business entity.
25. All other legal matters – Designated Attorneys shall provide legal representation for all other limited or non-covered legal matters for a discount from their normal hourly rates.

Additional services will be a consideration for award.

- c. Any limit on the number of hours for the above that may be used during a plan year must be stated in the response to this proposal.
- d. Proposers must provide educational brochures and other materials that clearly explain the available legal services.
- e. Proposers must be available to attend annual enrollment events, and benefit fairs.
- f. Proposers must be dedicated to high levels of customer service and satisfaction.
- g. Proposers must have a comprehensive network in Lake County and provide adequate access to services.

EXHIBIT B PROPOSED PLAN

Request for Proposal (RFP) for Lake County Board of County Commissioners
Please Indicate with an "X" Yes or No to the following Services Components Available In Your Proposal
If Necessary, Please Provide any Deviations or Explanation for Services Listed
Please Indicate the Available Hours for Each Service During a Plan Year
DO NOT RE-SORT OR MODIFY THIS DOCUMENT IN ANY FORM. PLEASE INCLUDE YOUR RESPONSES ONLY

A	Benefit - Description of the benefit to be provided	Yes	No	Available Hours	Explanation of Deviations
1	Consumer protection matters	X		<p>If a Plan Attorney is used, there is no limitation on hours and the benefit is paid in full. If an Out-of-Network Attorney is used, attorney fees are reimbursed according to our reimbursement schedule.</p>	

Request for Proposal (RFP) for Lake County Board of County Commissioners

Please Indicate with an "x" Yes or No to the following Services Components Available In Your Proposal

If Necessary, Please Provide any Deviations or Explanation for Services Listed

Please Indicate the Available Hours for Each Service During a Plan Year

DO NOT RE-SORT OR MODIFY THIS DOCUMENT IN ANY FORM. PLEASE INCLUDE YOUR RESPONSES ONLY

A	Benefit - Consumer protection matters	Yes	No	Available Hours	Explanation of Deviations
1		X		If a Plan Attorney is used, there is no limitation on hours and the benefit is paid in full. If an Out-of-Network Attorney is used, attorney fees are reimbursed according to our reimbursement schedule.	

2	Preparation of Wills and Living Wills; Durable Power of Attorney, Simple Trusts including periodic review and revision of wills and also includes preparation of simple trusts, living wills and durable powers of attorney	X		Same as above.	
3	Estate planning to include consultation and advice concerning planning the covered persons estates, including consultation with the members financial planners or accountants	X		Same as above.	
4	Civil Actions as Plaintiff – Up to and including trial for all civil cases	X		Same as above.	Trial Supplement: In addition to fees indicated for trials, we will pay one half of the attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.
5	Civil Actions as Defendant in all cases. This includes representation through trial	X		Same as above.	Trial Supplement: In addition to fees indicated for trials, we will pay one half of the attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.
6	Adoptions	X			

7	Real Estate Transactions (Purchasing and Selling) - Family Dwelling	X			Excluded from Real Estate Transactions shall be time that may be required to examine title and the rendering of any opinion or the issuance of a title policy guaranteeing title in respect to the transfer, mortgaging or other disposition of said real property.
8	Insurance Law – Representation and consultation	X		Same as above.	
9	Landlord/Tenant Law	X		Same as above.	
10	Traffic Violations - non-criminal moving traffic violations	X		Same as above.	
11	Preparation of normal and customary legal documents and legal forms	X		Same as above.	
12	Change of Name	X		Same as above.	
13	Probate of Wills	X		Same as above.	This benefit specifically excludes any legal services for which attorney fees are collectable from your estate.
14	Defense of Juveniles	X		Same as above.	Where the underlying charge would not be considered a criminal felony if your child were being charged as an adult, and except traffic matters.
15	Family Law	X		Coverage limited to 15 hours during a calendar year.	Any legal services required beyond this limitation shall be rendered by the attorney at a 1/3 discounted rate.

23	Office Consultations - unlimited # of personal legal matters	X			Same as above.	
24	Unlimited document review	X			Same as above.	
25	List all exclusions					
		See Attached Exhibit A to RFP "Response to #25 - List All Exclusions"				
B	Benefits-Optional Services included in Proposal Fee	Yes	No	Available Hours	Explanation	
1	Identity theft assistance	X		Same as above.		
2	Debt collection defense	X		Same as above.		
3	Tax audits (IRS, state, municipal)	X		Same as above.		
4	Restoration of driving privilege, including loss of license due to DUI	X				
5	Eviction defense and lease/rental negotiations	X	X	Same as above.	Yes; legal disputes as defendant with landlord involving the occupancy of your primary residence. No, lease/rental property negotiations.	
6	Refinancing of home	X		Same as above.		
7	Home equity loan	X		Same as above.		
8	Boundary-title disputes	X		Same as above.	Primary residence/dwelling only.	
9	Property tax assessments		X			
10	Landuse applications including variance zoning and waiver issues		X			

11	Premarital agreements	X		Same as above.	
12	Domestic violence injunctions	X		Same as above.	
13	Defense at administrative hearings	X			
14	School hearings	X		Same as above.	
15	Pet liabilities		X		
16	Incompetency defense	X			
17	Small claims assistance	X		Same as above.	
18	Representation at Mediation/Arbitration or other dispute resolution proceedings		X		
19	Short sale negotiations of home		X		
20	Trials covered from beginning to end as Plaintiff	X			Trial Supplement: In addition to fees indicated for trials, we will pay one half of the attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.
21	Plan Portability	X			
C	Network	Answer Format	Response	Explanation	
1	Do attorneys run the department?	Yes/No	Yes		
2	Admitted to practice law in State of FL?	Yes/No	Yes		
3	Network of attorneys who provide both telephone and office consultations	Yes/No	Yes		
4	Contract with law firms in Lake and Sumter Counties	Yes/No	Lake: 10 Sumter: 4		
5	Recredentialing frequency	Text	Yearly		
6	Out-of-network available anytime	Yes/No	Yes		

7	Attorneys available for Saturday and evening appointments	Yes/No	Varies	Not required; however, many will do so to accommodate our Plan Members.
8	Attorneys required to return phone calls within one business day	Yes/No	Yes	
9	Attorneys maintain office staffing	Yes/No	Yes	
10	Are written grievances required for problems with attorneys?	Yes/No	Yes	
11	Immediate feedback loop through client Service Center	Yes/No	Yes	
12	Average tenure of law firms	Text	13 Years	
13	Percentage on panel for 10+ years	Percentage	35%	
14	Percentage on panel for 5+ years	Percentage	80%	
15	Percentage of specialists	Percentage	73%	
D	Customer and Administrative Services	Answer Format	Response	Explanation
1	Full-service call center	Yes/No	Yes	
2	Full-service web site	Yes/No	Yes	
3	Special communication pieces, such as video and CD-ROM	Yes/No	Yes	
4	Special communication pieces, such as brochures or posters	Yes/No	Yes	
5	Help with County intranet links	Yes/No	Yes	
6	Help with County newsletter articles	Yes/No	Yes	
7	Is there a cost associated with the communication materials you can provide?	Yes/No	No	
8	Will a representative be available to attend onsite events to communicate the program and its benefits	Yes/No	Yes	
9	Does the website provide....			
a.	Attorney locator	Yes/No	Yes	

b.	Law firm data including number of attorneys in firm, area of law practiced and years in practice	Yes/No	No	
c.	Downloadable self-help legal documents	Yes/No	Yes	
d.	Educational Tools	Yes/No	Yes	
e.	Legal needs test	Yes/No	Yes	
f.	Helpful links to resources and other sites	Yes/No	Yes	
g.	Assistance for identity theft through FTC web site and credit monitoring services	Yes/No	No	ID Theft Protection is offered as part of our legal plan at no additional cost to our Members.
h.	Glossary of legal terminology	Yes/No	Yes	
i.	Detailed definitions of covered services	Yes/No	Yes	
j.	Ask an Expert	Yes/No	No	
	Please confirm that your proposed plan covers employees, spouse/domestic partners, and dependents		Yes	
10	Please describe your premium billing process	Text	See Attached - Exhibit C to RFP.	
11	Please indicate what Administrative tools you will have available to the County	Text	Utilization reports; performance standards; complaint reports; will work with County to provide any additional reports requested.	
12	Please describe your enrollment and disenrollment process	Text	See Attached - Exhibit D to RFP.	
E	Proposed Fees			
1	Plan Year Cost for Proposed Plan	2011	2012	2013
	Per Participant	\$18.75	\$18.75	\$18.75
2	Please List any Additional Fees			
	Service	Cost		

3	Please Provide your Percent Discount for any optional services / legal matters not included in Proposed Plan					
	Service	Normal Hourly Rate	% Discount			
			33 1/3			
4	Indicate your Proposed performance guarantees, along with any financial penalties that you are willing to provide for failure to meet.	Performance Standard	Target	Financial Penalty		
	See Attached - Exhibit E to RFP					

Request for Proposal (RFP) for Lake County Board of County Commissioners

Officer Certification

Please have an Officer review and sign this worksheet to confirm the information is valid.
Please include the completed form with your proposal.

OFFICER'S STATEMENT

Carrier Legal Name: U.S. Legal Services

Carrier Marketing Name: U.S. Legal Services

Street Address: 8133 Baymeadows Way

City: Jacksonville

State: Florida

Zip: 32256

Phone Number: 904.448.6000

Fax Number: 904.730.0023

Web Address: www.uslprotects.com

Name of Officer completing statement: Marie M. Forbes

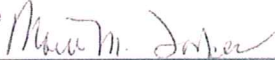
Title of Officer completing statement: President

Phone Number of Officer completing statement: 904.448.6000

Email Address of Officer completing statement: mforbes@uslegalservices.net

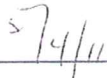
As an officer of the Company, I certify that the information contained in our proposal worksheet is accurate, and our company will be bound by the contents of our proposal

Officer's Signature



Officer's Signature

4-May-11



Date Signed

EXHIBIT A TO
REQUEST FOR PROPOSAL FOR LAKE COUNTY BOARD OF COMMISSIONERS
GROUP VOLUNTARY PREPAID LEGAL SERVICES
RESPONSE TO #A(25) – LIST ALL EXCLUSIONS

1. Preparing, completing, or filing of a federal, state, or local tax return or tax law except as may be provided herein by Endorsement.
2. No coverage is provided in Federal Courts of the United States except for Bankruptcy provided herein.
3. Actions or disputes between *you* and *your* employer, or *your* employer's insurance carrier, unions, plan underwriter or any other party not covered by this Plan are excluded from coverage.
4. Workers' Compensation, unemployment compensation, class actions, interventions and amicus curiae.
5. Matters relating to patents copyrights or appellate proceedings of any nature.
6. Duplication of services previously claimed in relation to same matter.
7. Any legal proceeding in which Plan Member is entitled to legal representation or reimbursement for the costs thereof from any source other than this policy or another legal expense policy.
8. Fines, penalties, court-ordered payments of attorney fees, court costs, service of process fees, litigation expenses, and any other costs and expenses not specified under Section III Benefits.
9. Legal services received or contracted for prior to the *Effective Date*. Also, legal services obtained after the date on which *your* coverage under this *Plan* terminates.
10. Any action, dispute or proceeding in any way against *our* interest, or that of *our* affiliated companies, the underwriter(s) of the *Plan*, or any of *our* or their agents, *Participating or Network Attorneys* or *your Sponsor*.
11. Legal services for the benefit of any person other than a *Member*, or legal services for *Members* other than the *Named Insured* against his/her interests or those of another *Member* under this *Plan*.
12. Except as specifically provided for in this *Plan*, any matter, whatsoever, arising out of or in connection with *your* employment, past or present, including but

not limited to disputes between *you* and *your* employer, *you* and *your* fellow employees, *you* and *your* union, *you* and *your* labor/management trust fund or pension fund, workers' compensation matters, and unemployment compensation matters.

13. Legal representation regarding any matter arising out of or in connection with any business venture or investment matter, including trademark, patent or copyright matters, except as specifically covered under this *Plan*. Legal services which ordinarily would be deductible under the Internal Revenue Code as a business expense; including but not limited to, legal services rendered to *you* relative to income-producing property, including commercial or residential rental property transactions where *you* are the owner and/or landlord of more than one such property; or business transactions; or farm transactions; or like transactions.
14. Tax related matters; class actions; intervention (unless otherwise entitled to coverage as a plaintiff or defendant under this *Plan*); amicus curiae filings; criminal felonies, appeals; and any matter arising out of or in connection with federal law, except as specifically provided in this *Plan*.
15. Attorneys shall have the obligation to decline the representation of any Plan Member where the matter presented is deemed by the Attorney to be frivolous, spurious, or without merit, or where a conflict has developed between Attorney and covered Plan Member(s) to the extent that Attorney cannot in good faith or pursuant to the Code of Professional Responsibility continue to represent said covered Plan Member(s).

EXHIBIT B TO
REQUEST FOR PROPOSAL FOR LAKE COUNTY BOARD OF COMMISSIONERS
GROUP VOLUNTARY PREPAID LEGAL SERVICES
RESPONSE TO #A(18) – PERSONAL INJURY

Personal Injury: Including auto accidents, medical malpractice and similar causes of action. In the event the attorney assumes responsibility over any matter where the recovery of legal fees is provided by statute, by contract, contingent or otherwise, or by the nature of the claim, any attorney fees recovered shall be the property of the attorney. If the case is one which is to be handled according to contingent contract, however, the first \$1,000 shall be exempt from any fee. Participating or Network Attorney will represent the Plan Member under a contingent fee arrangement where the contingent fee cannot exceed 25% of the net recovery if successfully resolved before or after trial, or cannot exceed 30% of the net recovery if successfully resolved only after an appeal. In any civil case in which attorney's fees are recoverable by contract, or by statute, then the Participating or Network Attorney may enter a fee services agreement with the Plan Member, calling for a reasonable attorney's fee, as awarded by the Court in the action. The client will be obligated to pay the Participating or Network Attorney a reasonable fee as determined by the Court in the litigation, contingent upon collection from the adverse party.

EXHIBIT C TO
REQUEST FOR PROPOSAL FOR LAKE COUNTY BOARD OF COMMISSIONERS
GROUP VOLUNTARY PREPAID LEGAL SERVICES
RESPONSE TO #D (10) – PREMIUM BILLING PROCESS

A monthly statement is sent with a list of active members attached. The billing is done on the 25th of each month for the following month's premium. An electronic file will be provided at the time of payment. (Specs will be provided to the appropriate IT persons).

EXHIBIT D TO
REQUEST FOR PROPOSAL FOR LAKE COUNTY BOARD OF COMMISSIONERS
GROUP VOLUNTARY PREPAID LEGAL SERVICES
RESPONSE TO #D (12) – ENROLLMENT/DISENROLLMENT PROCESS

ENROLLMENT: Once the enrollment is complete an electronic file will need to be sent to USL to download the Member's enrolled. (Specs will be provided to the appropriate IT persons).

DISENROLLMENT: Member's need to cancel their membership, in writing, or if they are terminated the company can put a termination date in the payment file.

EXHIBIT E TO
REQUEST FOR PROPOSAL FOR LAKE COUNTY BOARD OF COMMISSIONERS
GROUP VOLUNTARY PREPAID LEGAL SERVICES
RESPONSE TO #E (4) – PERFORMANCE STANDARDS

	Standard	Actual 2008
Average speed of answer	Within 5 rings	Within 3 rings
% of calls answered within target (e.g. 80% in 30 sec.)	90% within 20 seconds	98% within 15 seconds
Busy signal rate	1%	0
Abandonment rate	3%	0
Number of calls transferred	20%	0
First ring to call pick-up (VRU or person)	35 seconds	15 seconds
IVR time	60 seconds	0
Wait time to speak with CSR	180 seconds	0
Talk time	183 seconds	300
Hold time after first CSR contact	30 seconds	0
Total time	488	315

Procedure when a member calls after business hours:

All calls received before or after office hours are answered by a live person at our call center. Messages received are electronically transmitted to the CSR staff and all calls are responded to by noon the same day.

Standard time for responding to members after hours:

The standard response time is within the first business day after notification.